SERFF Tracking #: FDLT-130676814 State Tracking #:

Company Tracking #: M-8008 - FORM

State: District of Columbia Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.001 Accident & Sickness

**Product Name:** Group Excess Loss Coverage **Project Name/Number:** Group Excess Loss Coverage/M-8008

### Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Excess Loss Coverage

State: District of Columbia

TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.001 Accident & Sickness

Filing Type: Form

Date Submitted: 11/17/2016

SERFF Tr Num: FDLT-130676814

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: M-8008 - FORM

Implementation On Approval

Date Requested:

Author(s): Jennifer Glaser, Kelly Humiston, Teresa Saling, Danielle Menzel, Philip Kostelac

Reviewer(s): Colin Johnson (primary)

Disposition Date:
Disposition Status:
Implementation Date:

State: District of Columbia Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.001 Accident & Sickness

**Product Name:** Group Excess Loss Coverage **Project Name/Number:** Group Excess Loss Coverage/M-8008

#### **General Information**

Project Name: Group Excess Loss Coverage Status of Filing in Domicile: Pending

Project Number: M-8008 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: This filing was submitted to

Missouri, our domicile state, on 07/22/2016.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Other Explanation for Other Group Market Type: Unions

Overall Rate Impact: Filing Status Changed: 11/18/2016

State Status Changed:
Created By: Teresa Saling

Submitted By: Philip Kostelac Corresponding Filing Tracking Number: FDLT-130676803

Filing Description:

Deemer Date:

Fidelity Security Life Insurance Company

NAIC # 71870 FEIN # 43-0949844

Group Excess Loss Insurance

M-8008DC Group Excess Loss Reimbursement Contract

R-03063 Terminal Specific Liability Benefit Rider

R-03064 Monthly Aggregate Accommodation Benefit Rider

R-03065 Additional Reimbursement Benefit Rider

R-03066 Adverse Benefit Determination Benefit Rider

R-03067 Terminal Aggregate Liability Benefit Rider

R-03068 Amendment Rider

A-01204 Application for Excess Loss Insurance

We respectfully submit the above referenced forms for your review and approval. These forms are new and do not replace any forms previously filed with your state. The Rates and Actuarial are being submitted simultaneously under SERFF Tracking Number FDLT-130676803.

These forms provide Specific and/or Aggregate Excess Loss coverage for groups who self-fund their medical plan. The policy reimburses the group policyholder, as opposed to the individual group member, for medical claims paid to individual group members under self-insured plans.

This group Excess Loss product will be marketed to employer, unions and similar entities with employer-employee structures via one-on-one direct agent solicitation.

The Minimum Specific Attachment Point will be at least \$40,000 per person. The Minimum Aggregate Attachment Point will be no less than the greater of: a) \$5,000 times the number of employees; b) 120% of expected claims; or c) \$40,000.

The Contract will not include any lasers or exclude any Covered Person. The Contract will not be cancelled or non-renewed (it must be guaranteed renewable), except if: a) the Contractholder fails to pay the premium; b) the Contractholder commits fraud or an intentional misrepresentation of material fact under the Contract; or c) the Company ceases to write Excess Loss Insurance in the District of Columbia with 180 days advance written notice to the Commissioner and to each Contractholder.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices

State: District of Columbia Filing Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.001 Accident & Sickness

**Product Name:** Group Excess Loss Coverage **Project Name/Number:** Group Excess Loss Coverage/M-8008

shown. If the variable is a numeric, it will not be adjusted to be less favorable than your state allows.

If you have any questions or require additional information, please feel free to telephone me at (800) 648-8624, extension 1276, or email me at tsaling@fslins.com.

### **Company and Contact**

#### **Filing Contact Information**

Teresa Saling, Sr. Contract Analyst tsaling@fslins.com

3130 Broadway 800-648-8624 [Phone] 1276 [Ext]

Kansas City, MO 64111-2406 816-751-6026 [FAX]

**Filing Company Information** 

Fidelity Security Life Insurance CoCode: 71870 State of Domicile: Missouri Company Group Code: 451 Company Type: Life & Health

3130 Broadway Group Name: State ID Number:

Kansas City, MO 64111-2406 FEIN Number: 43-0949844

(800) 648-8624 ext. [Phone]

### **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filling Company: Fidelity Security Life Insurance Company

TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.001 Accident & Sickness

Product Name:Group Excess Loss CoverageProject Name/Number:Group Excess Loss Coverage/M-8008

### **Form Schedule**

Lead	Form Number: M-	8008DC						
ltem	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Type	Action	Data	Score	Attachments
1		Group Excess Loss Reimbursement Contract	M-8008DC	POL	Initial		64.000	M-8008DC.pdf
2		Terminal Specific Liability Benefit Rider	R-03063	POLA	Initial		64.000	R-03063.pdf
3		Monthly Aggregate Accommodation Benefit Rider	R-03064	POLA	Initial		64.000	R-03064.pdf
4		Additional Reimbursement Benefit Rider	R-03065	POLA	Initial		64.000	R-03065.pdf
5		Adverse Benefit Determination Benefit Rider	R-03066	POLA	Initial		64.000	R-03066.pdf
6		Terminal Aggregate Liability Benefit Rider	R-03067	POLA	Initial		64.000	R-03067.pdf
7		Amendment Rider	R-03068	POLA	Initial		64.000	R-03068.pdf
8		Application for Excess Loss Insurance	A-01204	AEF	Initial		64.000	A-01204.pdf

Form Type Legend:

- • · · · · · ·	po = - go		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



President and Secretary at Kansas City, Missouri.

President

Contract Number:

## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

Secretary

Contractholder:	{ }
Principal Address:	{ }
State of Issue:	District of Columbia
Effective Date:	{ }
Expiration Date:	{ }
	ued in consideration of the Contractholder's Application and the payment of premiums. The attached part of this Contract.
	of this Contract is 12:01 a.m., Standard Time and the Expiration Date of this Contract is 11:59 p.m., own above at the Contractholder's Principal Address.
This Contract is gov	erned by the laws of the state of Issue.

FIDELITY SECURITY LIFE INSURANCE COMPANY

IN WITNESS WHEREOF the Fidelity Security Life Insurance Company has caused this Contract to be executed by its

EXCESS LOSS REIMBURSEMENT CONTRACT PLEASE READ THIS CONTRACT CAREFULLY

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#### **DEFINITIONS**

When used in this Contract, the following terms will have the meanings as indicated below:

*{Actively at Work* means for a working Covered Person, the Covered Person is performing all the regular duties of the Covered Person's occupation on a full-time basis as determined by the Covered Person's employer. A Covered Person will be considered Actively-at-Work on each day of a regular paid vacation or a regular non-working day on which the Covered Person is not disabled, if the Covered Person was Actively-at-Work on the Covered Person's last scheduled work day.

Actively at Work for a non-working Covered Person means the Covered Person is able to perform all the normal activities of a person in good health of the same age and sex and not being confined in a hospital facility because of injury or sickness.}

Aggregate Annual Deductible means for any one Contract Period, the total of the number of Covered Units multiplied by such Covered Units' corresponding Aggregate Monthly Factors, applied each month that the Contract is in force. In no instance will the Aggregate Annual Deductible be less than the Minimum Aggregate Annual Deductible. The Minimum Aggregate Annual Deductible is shown in the Schedule.

*Aggregate Monthly Factor(s)* means the amount specified in the Schedule.

Aggregate Monthly Deductible means the amount that is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Aggregate Monthly Factor(s) shown in the Schedule.

Aggregating Specific Deductible means the amount stated in the Schedule representing the amount of Covered Expenses in addition to the Specific Deductible the Contractholder must Pay before Specific Excess Loss Insurance benefits become reimbursable to the Contractholder.

**COBRA Beneficiary** means any former Covered Person under the Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

*Company* means Fidelity Security Life Insurance Company. "Home Office" means the Company's address at 3130 Broadway, Kansas City, Missouri, 64111.

**Complete Claims History** means all of the following information for a minimum of {12 - 36} consecutive months immediately preceding the requested Contract Effective Date:

- 1. participant/Covered Person census;
- 2. eligibility information; and
- 3. claims experience.

Complete Claims History includes, but is not limited to, Large Claim disclosures and separately-administered prescription drug charges.

Contract Basis means the time period of coverage selected by the Contractholder as shown in the Schedule.

**Contractholder** means an {employer} {or} {union} and the {employer's} {or} {union's} Plan and/or trust established by the {employer} {or} {union} as shown in the Contract face page.

**Contract Month** means a period of one month. The first Contract Month begins on the Contract Effective Date. Each subsequent Contract Month begins on the same day of each following month during the Contract Period.

**Contract Period** means the period beginning on the Effective Date and ending on the Expiration Date that the Contractholder is covered for {Aggregate} {and/or} {Specific} Excess Loss Reimbursement, or the actual period of time during which the Contract is in force if the Contract terminates prior to the Expiration Date.

**Cost Containment Program** means a program designed to reduce or control the cost of providing services to Covered Persons as designated by the Contractholder.

Covered Expenses means expenses for services rendered to a Covered Person:

- 1. for which Plan Benefits are Paid by the Contractholder under the Plan;
- 2. which are not in excess of the Usual, Reasonable, and Customary charges for those services;
- 3. which are Medically Necessary for the treatment of an illness or injury or for any preventive care covered by the Plan; and
- 4. which are not excluded under the Plan or the Contract.

Covered Expenses do not include any expenses which are not reimbursable under the Plan, such as:

- 1. the expenses related to processing claim payment;
- 2. salaries paid to any individual;
- 3. Plan Administrator's fees and costs:
- 4. litigation expenses, including, but not limited to damages, court costs, and attorneys fees; or
- 5. premiums paid for coverage under this Contract.

*Covered Person* means any of the following individuals covered under the Plan:

- 1. an {employee} {or} {member};
- 2. an {employee's} {or} {member's} dependent;
- 3. a participating COBRA Beneficiary; or
- 4. a retiree, if elected by the Contractholder and shown in the Schedule.

**Covered Units** means: a) an {employee} {or} {member}, b) an {employee} {or} {member} with dependents, or c) such other defined unit as agreed upon in writing between the Contractholder and the Company, provided such Covered Unit is covered under the Plan.

**Deductible** means any of the following: Aggregate Annual Deductible, Aggregate Monthly Deductible, Aggregating Specific Deductible or Specific Deductible.

Effective Date means the first day of the Contract Period as shown in the Contract face page.

*Experimental or Investigational* means a drug, device, service, supply, medical treatment or procedure:

- 1. that is not approved by the U.S. Food and Drug Administration (FDA) at the time the drug, device, service, supply, medical treatment or procedure is furnished or that the FDA has determined to be contraindicated for the specific treatment;
- 2. that cannot be lawfully marketed without approval of the FDA and approval for marketing has not been given at the time the drug or device is furnished;
- 3. for which the patient informed consent document utilized with the drug, device, service, or supply, treatment or procedure was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval;
- 4. for which Reliable Evidence shows that the drug, device, service, supply, medical treatment or procedure is the subject of ongoing Phase I, II, III or IV clinical trials or under research or study to determine its maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment for a particular diagnosis or set of indications:
- 5. for which Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, service, supply, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment for a particular diagnosis or set of indications; or
- 6. if a drug, is labeled "Caution Limited by Federal Law for Investigational Use" or experimental drugs.

Experimental or Investigational does not include a drug device, service, supply, medical treatment or procedure that is:

- 1. not approved by the FDA for that indication if it is recognized for treatment of such indication in one of the standard reference compendia or in the medical literature as recommended by current American Medical Association (AMA) policies;
- 2. provided as part of a Phase III or Phase IV clinical trial for the treatment of cancer or other life threatening conditions, which is recognized by the National Institute of Health (NIH), if such drug, device, service, supply, medical treatment or procedure would otherwise be covered under the Plan and this Contract. However, this does not include drugs or devices that are not approved by the FDA and are part of the clinical trial or any item or service provided solely for data collection or analysis needs for the clinical trial; or
- 3. provided as part of a Phase II or Phase III clinical trial for chemotherapy regimens, if:
  - a. the regimen or protocol has been the subject of a completed and published Phase II clinical trial which demonstrates benefits equal to or greater than existing accepted treatment protocols, and
  - b. the regimen or protocol is recognized as an appropriate treatment for that form of cancer by the National Comprehensive Cancer network and is supported by Reliable Evidence.

Expiration Date means the date the Contract expires as shown in the Contract face page.

*Incurred* means the date medical care or a service or supply is provided to a Covered Person for Covered Expenses under the Plan for which a charge results.

*Large Claim* means losses due to injuries, illnesses, diseases, diagnoses or other conditions which are reasonably likely to result in a significant medical expense claim or disability.

Loss Limit means the maximum amount of Covered Expenses Incurred by each Covered Person which can be used to satisfy the Aggregate Annual Deductible. This amount is shown in the Schedule. The maximum allowable amount of Covered Expense by a Covered Person who has been assigned a higher Specific Deductible will be limited to the specified amount as shown under Loss Limit in the Schedule regardless of that Covered Person's Specific Deductible.

Medically Necessary means the procedure, treatment, service, supply, equipment, drug or medicine that is:

- 1. appropriate and essential for the diagnosis or treatment of the Covered Person's symptoms or condition;
- 2. within the scope, duration or intensity of that level of care which is required to provide safe, adequate and appropriate diagnosis or treatment;
- 3. in accordance with generally accepted current professional medical practice; and
- 4. are not considered Experimental or Investigational.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Contract.

*Minimum Aggregate Annual Deductible* means the number of Contract Months in the Contract Period multiplied by the Aggregate Monthly Factor(s) multiplied by the number of Covered Units. Covered Units will be based on the first month's enrollment or the quoted enrollment, whichever is greater. The Minimum Aggregate Annual Deductible is based on a pre-determined percentage of the Aggregate Monthly Factor(s) as set forth in the Schedule.

*Net Paid Claims* means eligible Plan Benefits Paid by the Contractholder less Specific Excess Loss reimbursements to the Contractholder.

Pay, Paid, Payment means drafts, checks and wire or other transfer of funds are:

- 1. issued and are promptly delivered to the payee after the claim has been adjudicated; and
- 2. the account upon which payment is drawn contains adequate funds on deposit at the time of presentation for payment.

**Plan** or **Plan Document** means the written document, including any amendments, that is in effect on the Contract Effective Date and outlines the medical benefits the Contractholder has agreed to provide for the Contractholder's

Covered Persons. Plan includes those plans subject to the Employee Retirement Income Security Act of 1974 (ERISA), as is or may be amended. The Plan Document does not waive any of the provisions of this Contract.

**Plan Benefits** means the medical expense benefits as identified on the Schedule to which Covered Persons become entitled under the Plan during the Contract Period that are:

- 1. Incurred during the incurred dates of the Contract Basis as shown in the Schedule; and
- 2. Paid during the paid dates of the Contract Basis as shown in the Schedule.

Plan Benefits do not include deductibles, co-insurance amounts, interest, or expenses; nor does it include claims which are not covered under the terms of the Plan or this Contract or claims which are reimbursable from any other source.

**Plan Administrator** means the person, entity or third party administrator selected by the Contractholder and approved by the Company to perform administrative services for the Plan, including payment of claims. The Plan Administrator is the Contractholder's agent and is not a party to this Contract.

**Reliable Evidence** means only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, service, supply, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure.

**Run-In Period** means the period of time as shown under the Contract Basis in the Schedule during which eligible claims under the Plan may be Incurred provided they are Paid during the Contract Period.

**Run-Out Period** means the period of time as shown under the Contract Basis in the Schedule during which eligible claims under the Plan may be Paid provided they were Incurred during the Contract Period.

*Specific Deductible* means the amount of Covered Expenses the Contractholder must Pay before Specific Excess Loss Insurance benefits become reimbursable to the Contractholder. The Specific Deductible is shown in the Schedule.

*Specific Reimbursement Maximum* means the maximum amount the Company will reimburse the Contractholder in any Contract Period for Paid Covered Expenses of any one Covered Person. The Specific Reimbursement Maximum is shown in the Schedule.

*Usual, Reasonable and Customary* means a charge, fee or expense that is the lesser of the actual charge, the Usual Charge or the negotiated rate, if any. The "Usual Charge" means it is the general level of charges made by others who render or furnish such services, treatments or supplies to persons: a) who reside in the same Geographic Area; and b) whose illness is comparable in nature and severity. "Geographic Area" means a county or such greater area that is necessary to obtain a representative cross section of the Usual Charges made.

#### **(SPECIFIC EXCESS LOSS REIMBURSEMENT**

Subject to the terms, conditions and limitations of this Contract, the Company will reimburse the Contractholder for the Specific Percentage Reimbursable of Plan Benefits Paid in excess of the Specific Deductible and the Aggregating Specific Deductible, if applicable. The Covered Expenses must be Incurred and Paid during the Contract Basis as shown in the Schedule.

The maximum amount the Company will reimburse the Contractholder in any Contract Period for Paid Covered Expenses of any one Covered Person will not exceed the Specific Reimbursement Maximum shown in the Schedule.

If the Contract terminates before the Expiration Date, any Plan Benefits Incurred or Paid after the termination date will not be eligible for reimbursement.

The Company will reimburse the Contractholder for payments made for Covered Expenses that exceed the Specific Deductible only after the Company receives a request for reimbursement.

Covered Expenses Paid by the Contractholder which have been reimbursed by the Company under the Contractholder's Aggregate Excess Loss Insurance or by another insurance company or reinsurance company will not be used to satisfy the Specific Deductible, or compute Specific Excess Loss Insurance reimbursement payable to the Contractholder.

{Specific Cash Flow Assistance Benefit. Upon the Company's receipt of the Contractholder's written request made no later than  $\{5-45\}$  days prior to the end of the Contract Period, the Company will provide simultaneous reimbursement to the Contractholder for Covered Expenses Incurred, though not Paid, during the Contract Period. The simultaneous reimbursement with regard to Covered Expenses will be provided only if all of the following conditions are met:

- 1. the Contractholder must make Payments for Covered Expenses sufficient to exceed the Contractholder's Specific Deductible by at least {\$1,000 \$5,000};
- 2. the Covered Expenses submitted for advance funding are fully processed according to the terms of the Plan and are ready for Payment;
- 3. within {one five} working days of the Contractholder's receipt of the advance funding, the Contractholder must Pay the Covered Expenses; and
- 4. if, for any reason, the Contractholder does not use the advance funding or any portion of it to Pay the Covered Expense within  $\{one five\}$  working days of receipt of the advance funding, the Contractholder will return the unused portion of the advanced funding to the Company within  $\{one 30\}$  working days.

If the Contractholder terminates the Contract prior to the Expiration Date, advance funding is not permitted.

The amount owed to the Contractholder under the Specific Excess Loss benefit will be reduced by any amounts provided as advance funding under this Contract for the same Contract Period. At the end of the Contract Period, any advance funding amounts that exceed the Specific Excess Loss benefit must be repaid within 30 days of written notice from the Company.

A request for simultaneous reimbursement does not relieve the Contractholder of its obligation to Pay Plan Benefits in accordance with the terms of the Plan. This section does not change the definition of Pay, Paid or Payment in this Contract, nor will it change any Payment requirement, including but not limited to, the requirement that Plan Benefits be Incurred and Paid during the Contract Basis shown in the Schedule. The Contractholder is still required to comply with the provision of the Plan, this Contract and applicable laws, including the timely Payment of Plan Benefits, to secure appropriate provider discounts, or enforce applicable cost containment provisions under the Plan regardless of any request for simultaneous reimbursement. The Contractholder must timely Pay all Plan Benefits.

The Company reserves the right to deny any request for simultaneous reimbursement.

#### **{AGGREGATE EXCESS LOSS REIMBURSEMENT**

Subject to the terms, conditions and limitations of this Contract, the Company will reimburse the Contractholder the Aggregate Percentage Reimbursable of Plan Benefits Incurred and Paid during the Contract Basis, after deducting:

- 1. the greater of either the Aggregate Annual Deductible or the Minimum Aggregate Annual Deductible {; and
- 2. Specific Excess Loss reimbursements, if any, due or paid to the Contractholder.

Reimbursement for any Covered Person will be limited to Covered Expenses in excess of the Loss Limit{, the Specific Deductible, if any,} shown in the Schedule.

The maximum amount the Company will reimburse the Contractholder for Covered Expenses during each Contract Period will not exceed the Aggregate Reimbursement Maximum shown in the Schedule.

If the Contract terminates before the Expiration Date, the Aggregate Annual Deductible will be deemed not satisfied and the Company will not be liable for any Aggregate Excess Loss reimbursement.

The Aggregate Monthly Deductible cannot be reduced by more than {five percent - 20%} per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

Covered Expenses Paid by the Contractholder that have been reimbursed by another insurance company or reinsurance company will not be used to satisfy the Aggregate Annual Deductible, or compute the Aggregate Excess Loss Insurance benefits payable to the Contractholder.

{Covered Expenses Paid by the Contractholder that exceed the Specific Reimbursement Maximum for Specific Excess Loss Insurance as shown in the Schedule cannot be used to satisfy the Aggregate Annual Deductible, and will not be reimbursed under the Aggregate Excess Loss Insurance.}

Any reimbursement payable by the Company to the Contractholder will be paid after the end of the Contract Period.}

#### **EXCLUSIONS (AND LIMITATIONS)**

#### **Exclusions:**

The Company will not reimburse the Contractholder for:

- 1. expenses covered by amendments to the Plan Incurred prior to the Company's written approval of such amendments, notwithstanding the fact that such an amendment may be required by law;
- 2. expenses resulting from losses which are due to a riot, revolt, war, or any act of war, whether declared or not. "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This exclusion does not apply to acts of terrorism;
- 3. expenses for services furnished by or for the United States Government or any other government, unless payment is legally required;
- 4. expenses for injuries that occur during the commission or attempted commission of a felony. This exclusion does not apply to injuries and or illnesses sustained due to a medical condition (physical or mental) or domestic violence;
- 5. expenses for injuries that occur while the Covered Person has been determined to be intoxicated:
  - a. by judicial or administrative judgment or order;
  - b. by evidence of an alcohol concentration in the Covered Person's blood, breath or urine which equals or exceeds the limits set by applicable motor vehicle laws; or
  - c. by other evidence demonstrating the Covered Person was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a physician and was taken according to the prescribed dosage; and
  - d. the use of such substance was a proximate cause of the injury.

This exclusion does not apply to injuries and or illnesses sustained due to a medical condition (physical or mental) or domestic violence;

6. expenses not covered under the Plan or for which the Plan is not legally obligated to Pay;

- 7. expenses for injury or illness arising out of or in the course of any occupation or employment, or for which the Covered Person is entitled to benefits under any Worker's Compensation, Occupational Disease Law, or other similar law:
- 8. expenses that are covered under other coverage. The Company may elect to reduce or deny any reimbursement which may be payable to the Contractholder, to the extent of a payment made by a third party or other insurer. This provision is applicable irrespective of how such payment is characterized and whether or not payment has been by a third party or other insurer for all of the Covered Person's losses;
- 9. costs of the administration of claims, including, but not limited to, the costs of any appeals;
- 10. expenses of litigation or other adjudicatory process including, but not limited to, costs of defense, fees, interest and liability for punitive or exemplary or extracontractual damages;
- 11. liability or obligations assumed by the Contractholder under any contract or service agreement;
- 12. expenses for any surgery, prescription drug, device, service, supply or procedure, which is considered Experimental or Investigational;
- 13. expenses Incurred prior to the Contract Basis Incurred date shown in the Schedule;
- 14. expenses Paid after the Contract Basis Paid date shown in the Schedule;
- 15. expenses Incurred in connection with suicide or any intentionally self-inflicted injury or illness whether the Covered Person was sane or insane. This exclusion does not apply to injuries and or illnesses sustained due to a medical condition (physical or mental) or domestic violence;
- 16. expenses Incurred as a result of radioactive contamination or the hazardous properties of chemical or nuclear material;
- 17. expenses in excess of Usual, Reasonable and Customary;
- 18. expenses incurred for an employee for whom coverage has expired under the Plan and the Contractholder did not provide timely notice as required under the Consolidated Omnibus Budget Reconciliation Act (COBRA); or
- 19. Expenses Incurred as a result of a "Never Event" or "Serious Reportable Event" as defined by the National Quality Forum (NQF), an independent non-profit organization formed to promote and ensure patient protections and healthcare quality which is overseen by a Board of Directors with membership including the directors of the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, and the National Institutes of Health.

#### {Limitations:

Expenses Incurred for a Covered Person who is not Actively at Work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, layoff, strike or any other leave of absence (either before or after the Effective Date of the Contract) will be limited to the lesser of the length of time specific in the Plan or twelve months following the last day Actively at Work. This limitation will not apply if the Covered Person is receiving continuation benefits under COBRA.}

#### **PREMIUM**

The Company provides insurance coverage in return for premium payment. Each premium is payable to the Company or to the Company's authorized representative, at such places as the Company designates in writing. No coverage under this Contract will be in effect until the first month's premium is paid to the Company. Premiums are not considered paid until the premium payment is received by the Company. For coverage to remain in effect, all premium payments, as shown in the Schedule, must be paid on or before its due date, subject to the Grace Period provision.

Premium(s) are due on the first day of each calendar month, regardless of the Effective Date of the Contract. If the Effective Date is other than the first day of a calendar month, the first month's premium will be pro-rated.

Premium and Covered Unit calculations are based upon those Covered Units that are effective for any part of any month regardless of whether the Covered Unit is covered under the Plan for the entire month. Any month a Covered Unit is effective, regardless of the number of days, the Covered Unit is included in the premiums due and the calculation of the Aggregate Annual Deductible.

**Grace Period.** A grace period of {31 - 61} days is allowed for the payment of each premium after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Contractholder's intent to terminate coverage prior to the Expiration Date.

**Unpaid Premium.** When a claim is paid for Covered Expenses during the grace period, any premium due and unpaid will be deducted from the claim payment.

**Reinstatement.** If the Company terminates this Contract for non-payment of premium, application may be made for reinstatement based upon the following provisions:

- 1. all outstanding premiums including the current month must be remitted within  $\{15 30\}$  days after the end of the grace period;
- 2. payment of premiums will not guarantee reinstatement of the Contract. The Company reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Contract as the Company deems necessary as part of the terms for reinstatement; and
- 3. if the Contract is terminated more than one time during a Contract Period for non-payment of premium no application for reinstatement will be approved.

**Premium Changes.** A premium adjustment will be limited to no more than 60 days prior to any Contract Month in which a correction is requested by the Contractholder for an adjustment to the Specific or Aggregate Excess Loss premium or to the Covered Units which may result in a reduction in premium due the Company for any Contract Month.

The Company reserves the right to change any monthly insurance premium rates and/or Aggregate Monthly Factor(s) with written notice to the Contractholder as to the extent and effective date of the change at any time during the Contractholder's Contract Period if:

- 1. the Plan is changed and such change is approved by the Company;
- 2. the number of Covered Units under the Plan increases or decreases by {10% 20%} from the number of Covered Units on the first day of the Contract Period or by {10% 20%} in any Contract Month;
- 3. the Contractholder adds or deletes subsidiary or affiliated companies or divisions;
- 4. the nature or geographic location of the Contractholder's business changes; or
- 5. there is a more than a {10% 20%} variance between:
  - a. the average monthly Paid claims under the Plan for the last two months of the prior Contract Period; and
  - b. the average monthly Paid claims under the Plan for the first ten months of the prior Contract Period.

Any change in the rates or factors may be made retroactively to the Contract Effective Date.

#### **CLAIM PROVISIONS**

#### {Specific Claims:

**Claim Filing**. The Contractholder must file a complete claim request for reimbursement with the Company within 90 days after the date the Plan Administrator receives the claim to be Paid under the Plan. A complete claim will include:

- 1. a signed and dated claim form;
- 2. enrollment information sufficient to clearly establish eligibility under the Plan, including:
  - a. date of hire;
  - b. date eligible under the Plan;
  - c. other insurance information and disability or leave of absence date, if applicable;
  - d. Paid claim information; and
  - e. reports of any investigations conducted, including but not limited to, subrogation, misrepresentation, fraud, workers' compensation or employee disability status; and
- 3. any other information necessary for the Company to establish proof of loss under this Contract.

**Late Claims**. The Contractholder's failure to file a complete claim within 90 days after the date the Plan Administrator receives the claim to be Paid under the Plan will result in an adjustment of the Company's payment to the Contractholder to reflect any savings the Company could have obtained had timely claim filing taken place. Any claim submitted more than one year after the last date, for which a claim can be reimbursed under the terms of this Contract, will be denied, whether or not the delay has prejudiced the Company.

**Notification of Claims.** The Contractholder must give written notice to the Company immediately upon discovery of a Large Claim or when expenses have been reported to the Contractholder on a Covered Person that are equal to or greater than {\$2,000 - \$100,000} or exceed 50% of the Specific Deductible or in the Contractholder's opinion has the potential to reach {\$5,000-\$100,000} or exceed 50% of the Specific Deductible. The Contractholder's failure to give prompt notice may result in an adjustment of the payment to the Contractholder to reflect any savings the Company could have obtained had prompt notification been given.}

#### {Aggregate Claims:

**Determination of the Aggregate Claim.** Plan Benefits eligible under the Plan and this Contract which the Contractholder has Paid will be compared to the greater of the Aggregate Annual Deductible or the Minimum Aggregate Annual Deductible. If the amount of Net Paid Claims eligible under this Contract is greater than the larger Deductible, the Company will reimburse the Contractholder the amount of the excess.}

#### All Claims:

**Claim Filing.** The Contractholder must file a request for reimbursement with the Company within 90 days after the end of the time specified for Payment of claims under this Contract. The Contractholder's failure to file any claim within one year will result in claim denial, whether or not the delay has prejudiced the Company.

**Reimbursement of Claims.** Prior to making any reimbursement, the Company has the right to review each claim submitted to the Company to determine if the Contractholder is entitled to a reimbursement. This review may include, but is not limited to, an on-site audit or requests for additional documentation. The Contractholder must provide proof that the Contractholder has Paid the providers of services and supplies for which reimbursement is sought.

**Settlement of Plan Claims.** The Company has no duty to settle or adjust claims filed under the Plan. The Company will not advise or predetermine whether a claim is payable by the Plan on behalf of a Covered Person. The Contractholder cannot request prior approval from the Company whether reimbursement will be made if the Contractholder pays a claim. Only Paid claims are eligible for reimbursement.

**Right of Recovery.** If the Contractholder is entitled to recover from third parties for Plan Benefits Paid under the Plan, such amounts cannot be used to satisfy the Specific or Aggregate Deductible. The Company also will not reimburse the Contractholder for any Covered Expense recovered from a third party. If the Company has reimbursed the Contractholder for all or part of a Covered Expense and the Contractholder later recovers any part of the Covered Expense from a third party, the Contractholder must repay the Company to the extent of the Company's reimbursement, regardless of whether the Contract is still in force on the date of recovery. The Contractholder's repayment may be reduced by the reasonable and necessary expenses incurred in the recovering from the third party.

**Subrogation.** If the Contractholder pursues a claim against a third party for a Covered Expense and the Company has reimbursed or is required under the Contract to reimburse the Contractholder for such Covered Expense, the Contractholder shall not settle, accept payment from said third party, or otherwise waive or resolve said claim against any such third party or parties without first notifying the Company and obtaining approval of said proposed action from the Company, insofar as it impacts the eventual reimbursement of funds to the Company. If the Contractholder fails to pursue a claim for a Covered Expense against a third party and the Company is required to reimburse the Contractholder for such Covered Expense, the Company will be subrogated to the Contractholder's rights to pursue the claim. The Contractholder shall not waive its right to pursue the claim without first providing the Company with the opportunity to subrogate and thereby exercise the Contractholder's rights to pursue the claim.

Any amount the Company recovers will first be used to pay the expenses of collection and then applied toward any amount, which the Company paid or is required to pay to the Contractholder under the Contract. Any remaining amount will be paid to the Contractholder.

#### **DUTIES OF EMPLOYER OR ITS PLAN ADMINISTRATOR**

The Company agrees to recognize the Contractholder's Plan Administrator as designated by the Contractholder. The Contractholder agrees that:

The Contractholder's Plan Administrator is the Contractholder's agent and attorney-in-fact which represents the Contractholder in a fiduciary capacity, and is not the Company's agent meaning they have no authority to act or speak on the Company's behalf. The Contractholder authorizes the Contractholder's Plan Administrator to act in the Contractholder's name, place and stead for purposes of this Contract, to include submission of proofs of loss, certifying the Payment of claims, transmitting reports and payments of premiums to the Company and receiving payments from the Company. Payments by the Company to the Contractholder's Plan Administrator are payments to the Contractholder. Payments by the Contractholder to the Contractholder's Plan Administrator will be payments to the Company only to the extent the Company actually receives them.

The Contractholder or the Contractholder's Plan Administrator is responsible for administering the Plan, preparing reports as required by the Company and keeping and making available to the Company such data as the Company may require.

The Contractholder or the Contractholder's Plan Administrator will perform such duties and keep such records as are required for the Contractholder to comply with this Contract.

The Contractholder is responsible for paying the Contractholder's Plan Administrator for any fees charged for all administrative functions performed in relation to this Contract.

The Company reserves the right to cease doing business with the Contractholder's Plan Administrator.

The Contractholder must give the Company at least  $\{30 - 90\}$  days written notice of any proposed amendments to the Plan. No changes in Plan Benefits are binding on the Company until the Company has approved the proposed changes in writing. Any reimbursement will be made as if the Plan had not been amended if such advance written notice is not received and approved by the Company.

#### TERMINATION OF THE CONTRACT

The Contractholder may terminate the Contract prior to the Expiration Date by giving the Company written notice. Such termination will not be effective until after the Company receives such written notice. In this event, the Company will not be liable for any claims Paid after that date.

The Company may terminate this Contract prior to the end of a Contract Period by giving the Contractholder  $\{31 - 90\}$  days written notice if the Contractholder fails to comply with any provision of the Contract.

All insurance provided hereunder to the Contractholder will automatically terminate:

- 1. on the Expiration Date;
- 2. at the end of the grace period for which any premium has not been paid;
- 3. on the date the Contractholder's agreement with the Plan Administrator is terminated;
- 4. on the date the Contractholder changes the Plan Administrator before obtaining the Company's written consent for a successor Plan Administrator;
- 5. on the date the Contractholder fails to comply with any of the provisions of this Contract;
- 6. on the date the Contractholder suspends active business operations or is placed in bankruptcy or receivership, or the date the Contractholder dissolves;
- 7. on the date the number of Covered Units under the Plan becomes less than {10 100}; or
- 8. on the date the Plan terminates.

#### **GENERAL PROVISIONS**

**Assignment**. The Contractholder may not assign any of the Contractholder's rights under this Contract without the Company's prior written consent.

**Audits.** The Company will have the right: a) to inspect and audit all records and procedures of the Contractholder or Plan Administrator developed and maintained for the Plan that are applicable to the administration of this Contract: and b) to require, upon request, proof of records satisfactory to the Company that Plan Benefits have been Paid to or on behalf of the Covered Person or the provider of such services or benefits which are the basis for a claim of reimbursement by the Contractholder under this Contract. The Contractholder's records include records held by the Contractholder or by the Contractholder's Plan Administrator and those records will be maintained for a period of seven years after the termination of this Contract. As a result of any audit, the Company may adjust rates, factors, premiums, Deductibles or expenses as may be necessary to reflect the Company's original intent in underwriting this Contract.

**Changes in Contract.** Only an officer of the Company has the authority to alter this Contract or to waive any of the Company's rights or requirements and then only in writing.

Clerical Error. Clerical error, whether by the Contractholder or the Company in creating or maintaining records or calculating rates, factors, premiums, Deductibles or claims pertaining to this Contract will not invalidate coverage provided under this Contract. No such error, however, will expand the Company's obligations under this Contract. A clerical error is a mistake in performing a clerical function such as typing, but does not include intentional acts or the failure to comply with the provisions of the Plan or Contract. In no event, will more than 60 days retroactive credit be granted.

**Conformity with State and Federal Statutes.** Any provision of this Contract which, on its Effective Date, is in conflict with the laws of the state where issued, or mandated federal legislation, is hereby amended to conform to the requirements of said laws.

**Cost Containment Program.** The Company has the right to participate, at the Company's option, in any savings or Cost Containment Program that the Contractholder has in place. If no such program exists, the Company has the right to retain the services of a third party to implement a Cost Containment Program.

**Disclaimer.** The Company acts only as an insurer to the Contractholder. The Company is not a fiduciary or party in interest to the Plan or any Plan participant. The Company does not assume any duty to perform any of the functions or provide any of the services or reports required of the Contractholder by ERISA, as amended or any other applicable state or federal law. While the determination of Plan Benefits under the Plan is the sole responsibility of the Contractholder or the Contractholder's Plan Administrator, the Company reserves the right to interpret the terms and conditions of the Plan as they apply to this Contract.

**Entire Contract.** This Contract and any attached Riders, Amendments or Endorsements, and the Contractholder's attached Application are the entire agreement between the Contractholder and the Company.

**Indemnification, Defense and Hold Harmless.** The Contractholder agrees to indemnify, defend and hold the Company harmless from any liability, including, but not limited to, interest, penalties, attorneys fees, extracontractual, exemplary or punitive damages arising from or related to:

- 1. any negligence, error, omission or intentional acts by the Contractholder or the Contractholder's Plan Administrator;
- 2. any dispute involving a Covered Person, former Covered Person or any person claiming entitlement to benefits under the Plan; or
- 3. any state or local premium taxes the Company is assessed with respect to funds paid to or by the Contractholder under the Plan, except any taxes on amounts paid to the Company as premiums for this Contract.

The Company will promptly notify the Contractholder upon discovery of matters to which the Contractholder's obligations under this provision apply. The Company has the right to participate in the defense at the Company's expense. Without limiting the foregoing, if the Contractholder fails to defend timely, the Company has the right, but not the duty, to defend and to compromise or settle the claim or other matters on the Contractholder's behalf, for the Contractholder's account, and at the Contractholder's risk.

**Insolvency.** In the event of the Contractholder's insolvency or bankruptcy, and upon receipt of proof of Payment, the Company may pay to the Contractholder's receiver, trustee, liquidator or legal successor amounts otherwise payable under this Contract had the Contractholder first Paid the covered Plan Benefits. The Company will make such payments only if the Contractholder has paid all required premiums and have complied with the Contractholder's obligations under this Contract. Nothing in this section will increase the Company's liability beyond that which would have existed had the Contractholder not become insolvent or bankrupt.

**Legal Action.** No legal action can be brought to recover under this Contract: (a) until 60 days after the date proof of claim is submitted; or (b) after two years after the date proof of claim is required to be furnished.

**Liability.** The Company will have neither the right nor the obligation under this Contract to directly pay any Covered Person or provider of professional or medical services. The Company's sole liability is to the Contractholder subject to the terms and conditions of this Contract. Nothing in this Contract will be construed to permit a Covered Person to have a direct right of action against the Company. The Company will not be considered a party to the Plan.

Nondisclosure or Misrepresentation. The Contractholder must provide Complete Claims History. The Contract will be voidable and may be rescinded by the Company if, before or after a claim or loss, the Contractholder has not disclosed or has misrepresented any material fact or circumstance concerning this coverage or the Contractholder's Complete Claims History, whether intentional or not. The Company's liability will be limited to return of the premium paid by the Contractholder after deducting the amount of the reimbursements made by the Company to the Contractholder. If the amount of expenses reimbursed to the Contractholder exceeds the premium paid to the Company, the Contractholder will pay the Company the difference. Further, the Company may, at the Company's option, reform the coverage using Complete Claims History and adjust the rates, factors, premium, Deductibles or expenses as may be necessary to reflect the Company's original intent in underwriting this Contract.

**Notice.** Notice under this Contract will be given to the Contractholder through the Contractholder's Plan Administrator and will be deemed to have been received by the Contractholder.

**Offset.** The Company may offset payments due the Contractholder under this Contract against claims or other overpayments, cost containment charges and premiums due and unpaid.

**Other Coverage.** The reimbursement provided by this Contract is in excess of other coverage such as group insurance, excess insurance, reinsurance, Plan Benefits, including insurance or plan benefits established by any federal, state or local law.

**Parties To The Contract.** The parties to this Contract are the Contractholder and the Company. The Company's sole liability under this Contract is to the Contractholder. The Contract does not create any right or legal relation between the Company and a Covered Person under the Plan. This Contract will not be deemed to make the Company a party to any agreement between the Contractholder and the Plan Administrator.

**Severability.** Any clause deemed void, voidable, invalid or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Contract invalid.

**Taxes.** The Contractholder will hold the Company harmless from any state or local taxes which may be assessed against the Company with respect to benefits paid under the Plan or the Contract, and will reimburse the Company for such taxes, if any, as determined by the governmental authority.



## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

#### TERMINAL SPECIFIC LIABILITY BENEFIT RIDER

Contractholder:	{ }
Contract Effective Date:	{ }
Contract Expiration Date:	{ }

{ }

In consideration of the payment of additional premium shown in the Schedule, the Contractholder and the Company agree that the Specific Excess Loss provision in the Contract is amended to include the following:

#### **Terminal Specific Liability**

Contract Number:

The Contractholder has purchased the Terminal Specific Liability option and, the Contractholder has agreed to notify the Company in writing at least  $\{60 - 90\}$  days prior to the end of the Contract Period that the Contractholder will be providing health benefits to Covered Persons through a fully insured arrangement and will not be purchasing additional Excess Loss coverage from the Company. The Contractholder is not eligible for benefits under this Rider if the Contractholder does not provide proof of such fully-insured arrangement within  $\{15 - 60\}$  days after the end of the Contract Period.

For all Covered Persons, allowable Covered Expenses for Specific Excess Loss benefits for the Contract Period shall include, to the extent such Covered Expenses would otherwise be covered by the Contract, Covered Expenses Paid within  $\{three - six\}$  months following the end of the Contract Period provided such Covered Expenses were Incurred during the Contract Period.

Coverage will be provided under this Rider only to the extent that such Covered Expenses are not eligible for coverage under any other group policy.

Covered Expenses per Covered Person will be limited to an amount not to exceed the Loss Limit as set forth in the Schedule.

If the Contract terminates for any reason prior to the end of the Contract Period as shown in the Schedule, no benefits are payable under this Rider.

This Rider takes effect on the {later of the} effective date {of the Contract to which it is attached} {or {Month Day, Year}} {shown in the Schedule}. This Rider terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

dent Secretary

R-03063



Contract Number:

## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
(Herein Called "the Company")

#### MONTHLY AGGREGATE ACCOMMODATION BENEFIT RIDER

Contractholder:	{ }
Contract Effective Date:	{ }
Contract Expiration Date:	{ }

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In consideration of the payment of additional premium shown in the Schedule, the Contractholder and the Company agree that the Aggregate Excess Loss Reimbursement provision in the Contract is amended to include the following:

#### **Monthly Aggregate Accommodation**

The Company will reimburse the Contractholder for payments made for Covered Expenses that exceed the Aggregate Monthly Deductible subject to the following conditions:

- 1. The Company will make a Monthly Aggregate Accommodation for a Contract Month during the Contract Period when the Covered Expenses Paid by the Contractholder during all prior Contract Months exceeds the sum of the Aggregate Monthly Deductibles for the same Contract Months. However, no accommodation under this provision will be payable by the Company until the end of the {first third} month of the Contract Period and no later than the {11<sup>th</sup> 18<sup>th</sup>} month of the Contract Basis:
- 2. The Aggregate Monthly Deductible, as calculated for purposes of the Monthly Aggregate Accommodation shall in no event be less than 1/12 of the Minimum Aggregate Annual Deductible;
- 3. The Company will not advance a Monthly Aggregate Accommodation if the amount for which the Contractholder is eligible is less than {\$1-\$5,000} in any given Contract Period; and
- 4. No Monthly Aggregate Accommodation will be paid for any month until all premium due for the month has been received by the Company.

**Repayment.** If, on the first day of any succeeding Contract Month after making a Monthly Aggregate Accommodation, the sum of the Aggregate Monthly Deductibles for all prior Contract Months in the Contract Period exceed total payments made by the Contractholder for Covered Expenses during the same Contract Months, the Contractholder shall repay the Company, within  $\{15-30\}$  days of the Company's request, the lesser of:

- 1. the total of the Company's Monthly Aggregate Accommodation, or
- 2. the sum of the Aggregate Monthly Deductibles for all prior Contract Months less any Covered Expenses paid by the Contractholder during the same Contract Months for which the Contractholder has not been reimbursed by the Company.

R-03064

If, at the end of any Contract Month, any outstanding Monthly Aggregate Accommodation has not been repaid, the Contractholder shall repay the Company such outstanding Monthly Aggregate Accommodation, subject to the maximum reimbursement requirement of 2 above, within  $\{15-30\}$  days of the Company's request for repayment.

If the Contract terminates prior to the end of the Contract Period, the Contractholder shall repay the Company all previously advanced Monthly Aggregate Accommodation reimbursements on or before the date the Contract terminates.

If the Contractholder fails to make repayment when due, the Company may:

- 1. assess a late payment penalty each month equal to {one percent four percent} of the Monthly Aggregate Accommodation outstanding;
- 2. deduct the outstanding amount due from any reimbursement due under the Contract;
- 3. terminate the provisions of this Rider; or
- 4. terminate the Contract.

The Contractholder will be liable for all costs and expenses (including reasonable attorneys fees) incurred in the collection of any Outstanding Monthly Aggregate Accommodation.

"Outstanding Monthly Aggregate Accommodation" means:

- 1. The total of all Monthly Aggregate Accommodation reimbursements the Company has paid to the Contractholder during a Contract Period; less
- 2. The difference between:
  - a. the Minimum Aggregate Annual Deductible (or the Aggregate Monthly Deductibles for all prior Contract Months, if greater); and
  - b. any Covered Expenses paid by the Contractholder during the Contract Period.

The availability of this Monthly Aggregate Accommodation option is subject to the Contractholder's compliance with all terms and conditions of the Contract.

At the end of the Contract Period, the Company reserves the right to review and audit the Contractholder's records for the purpose of making a final settlement of the account. If such audit establishes that additional payments are due the Contractholder or repayments are due the Company, such payments or repayments will be made within  $\{15 - 30\}$  days of a request by the party to whom payment is due.

At any time during the Contract Period, when the sum of the Monthly Aggregate Accommodation payments exceeds {\$10,000 - \$50,000}, the Company reserves the right to review and audit the Contractholder's records prior to releasing any additional advance reimbursements.

This Rider takes effect on the {later of the} effective date {of the Contract to which it is attached} {or {Month Day, Year}} {shown in the Schedule}. This Rider terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Secretary

- Branford R.



{ }

{ }

Contract Number:

Contractholder:

## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway Kansas City, Missouri 64111-2406 Phone 800-648-8624 A STOCK COMPANY (Herein Called "the Company")

Secretary

#### ADDITIONAL REIMBURSEMENT BENEFIT RIDER

Contract Expiration Date:	{ }
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In consideration of the payment of the additional premium {shown in the Schedule}, the Contractholder and the Company agree that the Contract is amended by adding the following to the definition of Covered Expenses:

In the event the Plan Document limits Plan Benefits to what is allowable by Medicare for charges incurred for a Covered Person and such charges exceed {\$25,000 - \$100,000}, "Covered Expenses" shall also include an additional amount, of up to the PPO allowable amount, provided such additional amount is Paid by the Plan.

This Rider takes effect on the {later of the} effective date {of the Contract to which it is attached} {or {Month Day, Year}} {shown in the Schedule}. This Rider terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



R-03066

## FIDELITY SECURITY LIFE INSURANCE COMPANY

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#### ADVERSE BENEFIT DETERMINATION BENEFIT RIDER

By attachment of this Rider, the {Policy}{Contract} is amended by the following:

#### **DEFINITIONS**

**Independent Review Organization** or **IRO** means an organization that is accredited by URAC or by a similar nationally-recognized accrediting organization to conduct the external review pursuant to the procedures established by the Plan as required by the federal Patient Protection and Affordable Care Act (PPACA).

**Adverse Benefit Determination** or **ABD** means a determination by the Plan, its Administrator, or its designated utilization review organization that an admission, availability of care, continued stay or other health care service that is a covered benefit has been reviewed and, based upon the information provided, does not meet the Plan's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness, and the requested service or payment for the service is therefore denied, reduced or terminated.

#### BENEFIT

If a claim under the Plan receives an ABD prior to the end of the {Benefit Period's} {Contract Basis'} "Paid Through" date as shown in the Schedule and a request for an external review by an IRO is made, the Plan must notify the Company in writing within 30 days of the Plan's receipt of the request for an external review {and prior to the end of the "Paid Through" as shown in the Schedule} {and prior to  $\{3-24\}$  months after the end of the "Paid Through" date as shown in the Schedule}. The written notification must include the details of the ABD that is expected to exceed the Specific Deductible including but not limited to: Covered Person, amount of claim, incurred expenses, date of incurred expenses and diagnosis codes.

If the IRO reverses or modifies the ABD, the {Benefit Period's} {Contract Basis'} "Paid Through" date as shown in the Schedule will be extended for 30 days from the date of the decision by the IRO for such claim. To be eligible for benefits under the {Policy}{Contract}, the eligible claim must be Paid within this 30-day period.

Expenses paid by the Plan for the request for: 1) IRO or the review procedures required by PPACA; or 2) for previous or replacement coverage of the {Policy}{Contract} as a result of a decision to reverse or modify the ABD by an IRO, will not be considered eligible expenses under the {Policy}{Contract}. These claims will not be eligible for any simultaneous reimbursement option that may be available.

This Rider takes effect on {the effective date of the {Policy}{Contract} to which it is attached} {Month Day, Year}. This Rider terminates concurrently with the {Policy}{Contract} to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the {Policy}{Contract} except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

{Policy Number}



## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway
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#### TERMINAL AGGREGATE LIABILITY BENEFIT RIDER

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In consideration of the payment of additional premium shown in the Schedule, the Contractholder and the Company agrees that the Aggregate Excess Loss Reimbursement section of the Contract is amended to include a new section as follows:

#### **Terminal Aggregate Liability**

Contract Number:

The Contractholder has purchased the Terminal Aggregate Liability option and the Contractholder has agreed to notify the Company in writing at least  $\{60 - 90\}$  days prior to the end of the Contract Period that, the Contractholder will be providing health benefits to Covered Persons through a fully-insured arrangement and will not be purchasing additional Excess Loss coverage from the Company. The Contractholder is not eligible for benefits under this Rider if the Contractholder does not provide proof of such fully-insured arrangement within  $\{15 - 60\}$  days after the end of the Contract Period.

For all Covered Persons, allowable Covered Expenses for Aggregate Annual Deductible satisfaction and benefit determination for the Contract Period shall include, to the extent such Covered Expenses would otherwise be covered by the Contract, Covered Expenses Paid within  $\{three - six\}$  months following the end of the Contract Period provided such Covered Expenses were Incurred during the Contract Period.

The Aggregate Annual Deductible shall be increased to the greater of:

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- 1. The Aggregate Annual Deductible multiplied by a Terminal Aggregate Liability factor of  $\{1.10 1.50\}$ ; or
- 2. The Minimum Aggregate Annual Deductible multiplied by a Terminal Aggregate Liability factor of  $\{1.10 1.50\}$ .

Coverage will be provided under this Rider only to the extent that such Covered Expenses are not eligible for coverage under any other group policy.

Covered Expenses per Covered Person will be limited to an amount not to exceed the Loss Limit as set forth in the Schedule.

If the Contract terminates for any reason prior to the end of the Contract Period as shown in the Schedule, no benefits are payable under this Rider.

This Rider takes effect on the {later of the} effective date {of the Contract to which it is attached} {or {Month Day, Year}} {shown in the Schedule}. This Rider terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



## FIDELITY SECURITY LIFE INSURANCE COMPANY

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#### AMENDMENT RIDER

Contract Number:	{	}	
Contractholder:	{	}	
Contract Effective Date:	{	}	
Contract Expiration Date:	{	}	

In consideration of the payment of the additional premium shown in the Schedule, the Contractholder and the Company agree that the Contract is amended to add the following in the **GENERAL PROVISIONS** section:

**Subsequent Contract Period.** In the event the Company elects to offer a subsequent Contract to Contractholder at the expiration of this Contract and the Contractholder elects to accept such subsequent Contract, such offer of coverage by the Company will be subject to the following:

- 1. the Specific Excess Loss Reimbursement Monthly Premium Rates for the subsequent Contract will not exceed {50% 150%} of the Rates in effect for the current Contract Period in this Contract for each Covered Person, provided, however that:
  - a. the number of Covered Units does not change by more than {10% 20%} during the current Contract Period in this Contract and there is no expected change for the subsequent Contract Period; and
  - b. the terms of the Plan for the subsequent Contract Period are the same as for the current Contract Period in this Contract; and
- the higher Specific Deductibles for individuals shown on the Application and Schedule for the this Contract will remain the same and no additional higher Specific Deductibles will be included for individuals for the subsequent Contract Period, provided, however, the Company reserves the right to exclude individuals from coverage under the subsequent Contract Period.

This Rider will be void in the event the Contractholder has misrepresented any material fact or circumstance concerning the current or subsequent Contract or the Contractholder's Complete Claims History, whether intentional or not, and the Company reserves the right to void or rescind the Contract or reform the coverage as provided by the terms of the Contract.

This Rider takes effect on the {later of the} effective date {of the Contract to which it is attached} {or {Month Day, Year}} {shown in the Schedule}. This Rider terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

R-03068



#### FIDELITY SECURITY LIFE INSURANCE COMPANY 3130 Broadway Kansas City, Missouri 64111

# APPLICATION FOR EXCESS LOSS REIMBURSEMENT INSURANCE

G	SENERAL INFORI	MATION						
1.	Full Legal Name	of Applicant:						
		licant:						
				State:				
2.	Type of Entity:	Corporation		_abor Union				
		Partnership		Association				
		Limited Liability Co.	一-	Trusteeship				
	[	Proprietorship	=	•				
3.	Requested Effect	tive Date:	<u> </u>	Other:				
	Other Locations:							
		at Applicant:						
		of Subsidiary or Affiliated						
	Address:							
	City:			State:	Zi			
		ant's Business:			SIC Code:			
8.		olicant's Plan:						
	` •	of such Plan must be atta		• •	,			
9.		ss of Plan Administrator						
	Address:							
		N T 15						
10		No. or Tax ID:						
10		ess of Writing Agent:						
	•	• •		•				
	Citv:			State:		Zip Code:		
	Social Security	No. or Tax ID:						
11	. Estimated initial e				=			
11	Employee/Memb			Family				
	Employee/Memb				ee/Member + 1			<del></del>
	Employee/Memb	•		Depend				<del></del>
	Employee/Memb	` ' -				<del></del>		
	, ,, , , ,			<del></del>		Yes	No C	Covered Units
12	. Other Covered P	ersons included in your F	Plan:	Retired Emplo	yee/Member			
		•		COBRA Benef	iciaries			
				Disabled Person				
				Other	5110		H -	
40	A -45 L - A ( ) A / - 1	I haddadaa			$\neg$		Ш_	
	<ul><li>Actively At Work</li><li>Deposit Premium</li></ul>			Applied _				
	-1		_					

(SPECIFIC EXCESS LOSS INSU	JRANCE:	Yes	No		
1. Plan Benefit Payments include				surance:	
	scription Dru	g Expenses	Other(s)		
Dental Visi			una difuana		
2. Contract Basis: /	Covered E	xpenses Incu		rough rough	
3. Run-in Period claims Incurred	I prior to the			ougn	
4. Specific Deductible (per Cove	•		\$ will be illtilited to: \$\$		
Specific Deductible/Contract B	•		vered Persons:		
E Chaoifia Daimhuraamant May	imum nor Co	ntract Daried	<u> </u>		
<ol><li>Specific Reimbursement Maxi (per Covered Person excess)</li></ol>			. Ψ		
6. Specific Percentage Reimburg	•	,	Deductible):		%
7. Aggregating Specific Deductib					
If Yes, the Aggregating Specif			\$		
<ol><li>Terminal Specific Liability:</li><li>If Yes, the Monthly Terminal S</li></ol>	Yes	No lity Premium	(per Covered Person): \$		
Specific Monthly Premium Ra	•	nty i ronnam	φ		
Dien	# 04 1 5:400		Diene	# 061 5:000	
Plan: Employee/Member:	# of Lives	\$	Plan:	# of Lives	\$
Employee/Member + Spouse:		\$	Employee/Member: Employee/Member + Spouse:		\$
Employee/Member + Child(ren):		\$	Employee/Member + Child(ren):		\$
Family:		\$	Family:		\$
1 Girmy.		Ψ	. a.i.my.		Ι Ψ
Plan:	# of Lives		Plan:	# of Lives	
Employee/Member:		\$	Employee/Member:		\$
Employee/Member + Spouse:		\$	Employee/Member + Spouse:		\$
Employee/Member + Child(ren):		\$	Employee/Member + Child(ren):		\$
Family:		\$	Family:		\$
Plan:	# of Lives		Plan:	# of Lives	
Employee/Member:	# Of Lives	\$	Employee/Member:	# Of Lives	\$
Employee/Member + Spouse:		\$	Employee/Member + Spouse:		\$
Employee/Member + Child(ren):		\$	Employee/Member + Child(ren):		\$
		<b>—</b>			\$
Family:		\$	Family:		,
					}
{AGGREGATE EXCESS LOSS I	NSURANCE	: Yes	No		
Plan Benefit Payments include				Incurance:	
	scription Dru		Other(s)	msurance.	
Dental Visi	•	J   1 - 1 - 1			
2. Contract Basis: /		xpenses Incu	urred from th	rough	
			Paid from th	rough	
3. Run-in Period claims Incurred	•	Effective Date	e will be limited to:	\$	
<ol> <li>Minimum Aggregate Annual D</li> <li>Aggregate Reimbursement M</li> </ol>		ace of Aggree	gate Annual Doductible):	\$	
<ol> <li>Aggregate Reimbursement M</li> <li>Aggregate Percentage Reimb</li> </ol>	•	• • • • • • • • • • • • • • • • • • • •	•	Φ	%
	55.5.5 (57.6		J	-	

## 7. Aggregate Monthly Factor(s):

Family:

Plan:	<u>Medical</u>	<u>Den</u>	tal <u>Vision</u>	Prescription	n Drug	<u>Other</u>
Employee/Member:	\$	\$	\$	\$ Includ		
Employee/Member + Spouse:	\$	\$	\$	\$ Includ		
Employee/Member + Child(ren):	\$ \$ \$	\$	\$	\$ Includ		
Family:	\$	\$	\$	\$ Includ	led \$	
Plan:	Medical	Den	tal Vision	Prescription	) Drug	Other
Employee/Member:	\$	\$	\$	\$ Includ		
Employee/Member + Spouse:	\$	\$	\$	\$ Includ		
Employee/Member + Child(ren):	\$ \$	\$	\$	\$ Includ		
Family:	\$	<u> </u>	\$	\$ Includ		
Plan: Employee/Member:	Medical \$		tal Vision	Prescription \$ Includ		<u>Other</u>
Employee/Member + Spouse:		\$	\$	\$ Includ		
Employee/Member + Child(ren):	\$	\$	<u> </u>	\$ Includ		
Family:	\$ \$ \$	<u></u> \$	<u> </u>	\$ Includ		
·		<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Plan:	Medical	<u>Den</u>		Prescription		<u>Other</u>
Employee/Member:	\$	\$		\$ Includ		
Employee/Member + Spouse:	\$ \$	\$	\$	\$ Includ	ed \$	
Employee/Member + Child(ren):	\$	\$	\$	\$ Includ		
Family:	\$	\$	\$	\$ Includ	led \$	
Plan: Employee/Member:	<u>Medical</u> \$	<u>Den</u> \$	tal <u>Vision</u> \$	Prescription \$ Includ		<u>Other</u>
Employee/Member + Spouse:	\$	\$	<u> </u>	\$ Includ		
Employee/Member + Child(ren):	\$	\$	\$	\$ Includ		
Family:	\$	<u>\$</u>	<u> </u>	\$ Includ		
-					<del>_</del>	-
Plan:	<u>Medical</u>	<u>Den</u>		<u>Prescription</u>		<u>Other</u>
Employee/Member:	\$	\$		\$ Includ		
Employee/Member + Spouse:	\$	\$	\$	\$ Includ		
Employee/Member + Child(ren):	\$ \$ \$	\$	\$	\$ Includ		
Family:	\$	\$	\$	\$ Includ	ed \$	
<ol> <li>Loss Limit (per Covered Person</li> <li>Terminal Aggregate Liability On If Yes, Monthly Terminal Aggregate</li> <li>Monthly Aggregate Accommodor If Yes, Monthly Aggregate Accommodor</li> <li>Monthly Aggregate Premium In Monthly Aggregate Premium In Inc.</li> </ol>	ption: egate Liability dation Option commodation	: Ye	es No	\$ \$ \$ \$		
Plan:	# of Lives		Plan:		# of Lives	
Employee/Member:		\$	Employee/Member:			\$
Employee/Member + Spouse:		\$	Employee/Member			\$
<u> </u>			Employee/Member			\$
Employee/Member + Child(ren):		\$		+ Crinu(ren).		
Family:		\$	Family:			\$
Plan:	# of Lives		Plan:		# of Lives	
Employee/Member:		\$	Employee/Member:			\$
	1		· · ·		1	\$
Employee/Member + Spouse:	<del> </del>	\$	Employee/Member	•	1	-
Employee/Member + Child(ren):		\$	Employee/Member	+ Uniid(ren):	1	\$
Familia.	1	r r	Compile.		1	IΦ

Family:

Plan:	# of Lives	Plan:	# of Lives	
Employee/Member:		\$ Employee/Member:		\$
Employee/Member + Spouse:		\$ Employee/Member + Spouse:		\$
Employee/Member + Child(ren):		\$ Employee/Member + Child(ren):		\$
Family:		\$ Family:		\$

{MEDICAL DATA
The Company will rely on the data below to assist in approving the Application and underwriting the Contract. Note that
without the Company's review and approval of each risk, the Applicant's Losses will not be reimbursable under the Excess
Loss Reimbursement Contract; therefore, please answer the following questions:
Has an eligible employee/member or dependent received or is such individual expected to receive
more than 50% of the Specific Deductible in expenses in the last 12 months?
2. Will any former employee/member or dependent be continuing coverage under the Plan in
accordance with Federal, State, or Local law on the Effective Date of this Contract, if issued?  Yes No
If Yes to questions 1 or 2, list name, status, prognosis, and amount of claim (attach, sign and date a separate sheet if
needed):
Name: DOB: Sex: Male Female Status:
(Ee/Mbr, Dep, COBRA, Retiree)
Diagnosis:
Prognosis:
Amount of Claim(s):
3. Are expected benefits available from the prior insurer for presently disabled eligible employees/
members and/or dependents?
4. Are any eligible employees/members or dependents presently disabled or confined in a hospital or
similar facility? Yes No
Please explain any "Yes" answers to questions 3 or 4 (Please attach, sign and date a separate sheet if needed):
3
J.
SPECIAL CONDITIONS/LIMITATIONS:

#### {DISCLOSURE

The Excess Loss Reimbursement Contract Applicant Disclosure Statement must be received no earlier than 15 days prior to the effective date and no later than 15 days after the effective date. The Company reserves the right to adjust the rates, factors, deductibles and/or Special Limitations based upon information contained therein.}

#### SIGNATURE

Application is hereby made for {Specific} {and/or} {Aggregate} Excess Loss Insurance through Fidelity Security Life Insurance Company ("Company"). This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

It is understood and agreed by the Applicant that:

1. the Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan;

- 2. the Plan Administrator or Third Party Administrator retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent;
- 3. all documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the Effective Date;
- 4. the Company will evaluate the Applicant's risk, and may require adjustments of rates, factors, deductibles and/or Special Limitations to accommodate for abnormal risks;
- 5. premiums are not considered paid until the premium check or transfer is received by the Company and at the rates set forth in the Schedule;
- 6. this Application will be attached to and made a part of any Excess Loss Reimbursement Contract issued by the Company in connection with this Application;
- 7. the Applicant's Plan Document shall be the basis of any Excess Loss Insurance Reimbursement provided by the Company and such Plan Document conforms with applicable state and federal laws;
- 8. any reimbursement under the Excess Loss Reimbursement Contract provided by the Company shall be based on eligible Plan Benefits Paid in accordance with the Plan Document;
- claims under the Plan Document for any employee/member who is not at his or her customary place of employment (or scheduled vacation) on the Effective Date of the Excess Loss Reimbursement Contract will not be eligible for reimbursement under the Contract until such employee/member returns to active, full-time employment for at least one full working day;
- 10. unless otherwise indicated above, claims under the Plan Document for any Covered Person who is confined in a medical facility on the Effective Date of the Excess Loss Reimbursement Contract will not be eligible for reimbursement under the Contract until such person is discharged from the hospital or similar facility; and
- 11. {if there is any material change in the answers to the questions in this Application or the Excess Loss Reimbursement Contract Applicant Disclosure Statement before the Contract Effective Date, the Applicant must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.}

I represent that as of the date I signed this Application, all statements and answers recorded on this Application are true and complete and are made to obtain the insurance applied for and that the undersigned has the authority to bind the Applicant to the proposed Contract. These statements are to be considered representations and not warranties. Accordingly, this Application will be part of the Contract if accepted by the Company or its authorized representative.

{I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for the Group's state of domicile.} {Place Fraud Statement here.}

Dated at:		this	day of
Witness:	<b>&gt;</b>	Applicant	
Signature of Lic	Signature of Licensed Agent		(Type or Print)
	(Drint Name)	Applicant's Tax ID	)#
(Print Name)	(Print Name)	Ву ▶	
			(Officer/Partner Signature)
			(Print Name)
		Title:	

	{FRAUD WARNING NOTICE
{For residents of all	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against
states	an insurer, submits an application or files a claim containing a false or deceptive statement is
(except the following:)}	guilty of insurance fraud.}
{Alabama}	{Any person who knowingly presents a false or fraudulent claim for payment of loss or benefit or
	who knowingly presents false information in an application for insurance is guilty of a crime and
{Arkansas} {Louisiana}	may be subject to restitution, fines or confinement in prison, or any combination thereof.}  {Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit
{Rhode Island}	or knowingly presents false information in an application for insurance is guilty of a crime and
{West Virginia}	may be subject to fines and confinement in prison.}
{California}	The falsity of any statement in this Application will not bar the right to recovery under the Policy
,	unless such false statement was made with actual intent to deceive or unless it materially
	affected either the acceptance of the risk or the hazard assumed by the Company.}
{Colorado}	{It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an
	insurance company for the purpose of defrauding or attempting to defraud the company.
	Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false,
	incomplete, or misleading facts or information to a policyholder or claimant for the purpose of
	defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or
	award payable from insurance proceeds shall be reported to the Colorado Division of Insurance
	within the Department of Regulatory Agencies.}
(District of Columbia)	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose
	of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In
	addition, an insurer may deny insurance benefits if false information materially related to a claim
{Florida}	was provided by the applicant.}  {Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a
\i lorida j	statement of claim or an application containing any false, incomplete, or misleading information
	is guilty of a felony of the third degree.}
{Georgia} {Oregon}	Any person who with intent to defraud or knowing that he or she is facilitating a fraud against an
{Texas} {Vermont}	insurer, submits an application or files a claim containing a false or deceptive statement may be
	guilty of insurance fraud.}
{Kansas}	(Any person who with intent to defraud or knowing that he or she is facilitating a fraud against an
	insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of law.}
{Kentucky}	Any person who knowingly and with intent to defraud any insurance company or other person
(101112011)	files an application for insurance containing any materially false information or conceals, for the
	purpose of misleading, information concerning any fact material thereto commits a fraudulent
	insurance act, which is a crime.}
{Maine}	{It is a crime to knowingly provide false, incomplete or misleading information to an insurance
	company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.}
{Maryland}	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss
(maryiana)	or benefit or who knowingly or willfully presents false information in an application for insurance
	is guilty of a crime and may be subject to fines and confinement in prison.}
{Nebraska}	Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against
	an insurer, submits an application or files a claim containing a materially false or deceptive
(Now Jorge 2	statement is guilty of insurance fraud.}
{New Jersey}	{Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.}
{New Mexico}	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit
	or knowingly presents false information in an application for insurance is guilty of a crime and
	may be subject to civil fines and criminal penalties.}
{North Carolina}	{Any person with the intent to injure, defraud, or deceive an insurer or insurance claimant is
	guilty of a crime (Class H felony) which may subject the person to criminal and civil penalties.}
{Oklahoma}	{WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer,
	makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.}
{Pennsylvania}	Any person who knowingly and with intent to defraud any insurance company or other person
i cinicyrvania;	files an application for insurance or statement of claim containing any materially false information
	or conceals, for the purpose of misleading, information concerning any fact material thereto
	commits a fraudulent insurance act, which is a crime and subjects such person to criminal and
<u> </u>	civil penalties.}
{Tennessee}	{It is a crime to knowingly provide false, incomplete or misleading information to an insurance
{Washington}	company for the purpose of defrauding the company. Penalties include imprisonment, fines and
{Virginia}	denial of insurance benefits.}   {It is a crime to knowingly provide false, incomplete or misleading information to an insurance
( tinginia)	company for the purpose of defrauding the company.
	1

 State:
 District of Columbia
 Filling Company:
 Fidelity Security Life Insurance Company

TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.001 Accident & Sickness

Product Name:Group Excess Loss CoverageProject Name/Number:Group Excess Loss Coverage/M-8008

## **Supporting Document Schedules**

Satisfied - Item:	Explanation of Variables
Comments:	Please see attached.
Attachment(s):	M-8008DC Explanation of Variables.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Readability Certification
Comments:	Please see attached.
Attachment(s):	M-8008DC Readability Certification.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Submission Letter
Comments:	Please see attached.
Attachment(s):	M-8008DC Form Submission Letter.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Application with text box
Comments:	Please see attached.
Attachment(s):	A-01204 with text box.pdf
Item Status:	
Status Date:	

## Explanation of Variables Forms M-8008DC, S-8008, R-03063, R-03064, R-03065, R-03066, R-03067, R-03068, A-01204

### POLICY - M-8008DC

Cover Page			
Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company		
Contractholder	Contractholder Name		
Principal Address	Address of the Contractholder		
Effective Date	Effective Date of the Contract		
Expiration Date	Expiration Date of the Contract		
President and Secretary Signatures	May be revised if the officers holding these positions change		
Table of Contents Specific Excess Loss Reimbursement	In or out as elected by the Contractholder and/or the Company		
	in or our as elected by the contractioner and/or the company		
Aggregate Excess Loss Reimbursement	In or out as elected by the Contractholder and/or the Company		
<u>Definitions</u>			
Actively at Work	In or out as elected by the Contractholder and/or the Company		
Complete Claims History, 12 - 36	Within range provided, as elected by the Contractholder and/or the Company		
employer or union	One option will be used depending on the type of group		
Aggregate and/or Specific	In or out as elected by the Contractholder and/or the Company		
employee or member	One option will be used depending on the type of group		
Specific Excess Loss Reimbursement	In or out as elected by the Contractholder and/or the Company		
Specific Cash Flow Assistance Benefit	In or out as elected by the Contractholder and/or the Company		
5 – 45	Within range provided, as elected by the Contractholder and/or the Company		
\$1,000 - \$5,000	Within range provided, as elected by the Contractholder and/or the Company		
one – five	Within range provided, as elected by the Contractholder and/or the Company		
one – 30	Within range provided, as elected by the Contractholder and/or the Company		
Aggregate Excess Loss Reimbursement	In or out as elected by the Contractholder and/or the Company		
and Specific Excess Loss reimbursements, if any, due or paid to the Contractholder	In or out depending on whether the Specific Excess Loss Reimbursement benefit is elected		
, the Specific Deductible, if any, and the Aggregating Specific Deductible, if any	In or out depending on whether the Specific Excess Loss Reimbursement benefit is elected		

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five percent – 20%	Within range provided, as elected by the Contractholder and/or the Company
Covered Expenses Paid by the Contractholder that exceed the Specific Reimbursement Maximum for Specific Excess Loss Insurance as shown in the Schedule cannot be used to satisfy the Aggregate Annual Deductible, and will not be reimbursed under the Aggregate Excess Loss Insurance	In or out depending on whether the Specific Excess Loss Reimbursement benefit is elected
<b>Exclusions and Limitations</b>	
And Limitations	In or out depending on whether the Limitation is elected by the Contractholder and/or the Company
Limitations: Expenses Incurred for a Covered Person who is not Actively at Work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, layoff, strike or any other leave of absence (either before or after the Effective Date of the Contract) will be limited to the lesser of the length of time specific in the Plan or twelve months following the last day Actively at Work. This limitation will not apply if the Covered Person is receiving continuation benefits under COBRA	In or out depending on whether the Limitation is elected by the Contractholder and/or the Company
Premium	
31 - 61	The grace period will be within the range shown
15 - 30	Within the range provided
10% - 20%	Within the range provided
Claim Provisions	
Specific Claims	In or out depending on whether the Specific Excess Loss Reimbursement benefit is elected
\$2,000 - \$100,000	Within range provided depending upon the benefits elected by the Contractholder
\$5,000 - \$100,000	Within range provided depending upon the benefits elected by the Contractholder
Aggregate Claims	In or out depending on whether the Aggregate Excess Loss Reimbursement benefit is elected
Duties of Employer or its Plan Administrator	
30 - 90	Within the range provided
Termination of the Contract 31 – 90	Within the range provided
J1 - 70	whilm the range provided
10 – 100	Within the range provided

### SCHEDULE - S-8008

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company
Contractholder	Contractholder Name
Effective Date	Effective Date of the Contract

2 of 6 8/2/2016

Expiration Date	Expiration Date of the Contract
Specific Excess Loss Insurance	In or out as elected by the Contractholder and/or the Company
Aggregate Excess Loss Insurance	In or out as elected by the Contractholder and/or the Company

#### <u>RIDER - R-03063</u>

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance
	Company
Contractholder	Contractholder Name
Contract Effective Date	Effective Date of the Contract
Contract Expiration Date	Expiration Date of the Contract
(0, 00	Wishing the management deal
60 – 90	Within the range provided
15 - 60	Within the range provided
three – six	Within the range provided
later of the	In or Out depending on whether an effective date is used in addition to
later of the	the Contract effective date
of the Contract to which it is attached.	Either option is selected
shown in the Schedule	
or Month Day, Year	In or Out depending on whether the Rider is added to an existing
	Policy/Certificate and has a later effective date
President and Secretary Signatures	May be revised if the officers holding these positions change

# <u>RIDER - R-03064</u>

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company
Contractholder	Contractholder Name
Contract Effective Date	Effective Date of the Contract
Contract Expiration Date	Expiration Date of the Contract
first – third	Within the range provided
11 <sup>th</sup> – 18 <sup>th</sup>	Within the range provided
\$1 - \$5,000	Within the range provided
15 – 30	Within the range provided
one percent – four percent	Within the range provided
\$10,000 - \$50,000	Within the range provided
later of the	In or Out depending on whether an effective date is used in addition to the Contract effective date

of the Contract to which it is attached. shown in the Schedule	Either option is selected
W 15 V	
or Month Day, Year	In or Out depending on whether the Rider is added to an existing Policy/Certificate and has a later effective date
President and Secretary Signatures	May be revised if the officers holding these positions change

#### $\underline{RIDER-R\text{-}03065}$

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company
Contractholder	Contractholder Name
Contract Effective Date	Effective Date of the Contract
Contract Expiration Date	Expiration Date of the Contract
\$25,000 - \$100,000	Within the range provided
later of the	In or Out depending on whether an effective date is used in addition to the Contract effective date
of the Contract to which it is attached shown in the Schedule	Either option is selected
or Month Day, Year	In or Out depending on whether the Rider is added to an existing Policy/Certificate and has a later effective date
President and Secretary Signatures	May be revised if the officers holding these positions change

# <u>RIDER - R-03066</u>

Policy, Contract	Either option, depending on the product the Rider is attached to
Benefit Period's, Contract Basis'	Either option, depending on the product the Rider is attached to
and prior to the end of the "Paid Through" as shown in the Schedule, and prior to 3 – 24	Either option, depending on the product the Rider is attached to and within the range provided
the effective date of the Policy, Contract to which it is attached, Month Day, Year	Either option is selected
President and Secretary Signatures	May be revised if the officers holding these positions change
Policy Number	Number assigned to the Policy by Fidelity Security Life Insurance Company

# <u>RIDER - R-03067</u>

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company
Contractholder	Contractholder Name
Contract Effective Date	Effective Date of the Contract
Contract Expiration Date	Expiration Date of the Contract
60 - 90	Within the range provided

15 - 60	Within the range provided
three – six	Within the range provided
1.10 - 1.50	Within the range provided
later of the	In or Out depending on whether an effective date is used in addition to the Contract effective date
of the Contract to which it is attached. shown in the Schedule	Either option is selected
or Month Day, Year	In or Out depending on whether the Rider is added to an existing Policy/Certificate and has a later effective date
President and Secretary Signatures	May be revised if the officers holding these positions change

# $\underline{RIDER-R\text{-}03068}$

Contract Number	Number assigned to the Contract by Fidelity Security Life Insurance Company
Contractholder	Contractholder Name
Contract Effective Date	Effective Date of the Contract
Contract Expiration Date	Expiration Date of the Contract
50% - 150%	Within the range provided
10% - 20%	Within the range provided
later of the	In or Out depending on whether an effective date is used in addition to the Contract effective date
of the Contract to which it is attached. shown in the Schedule	Either option is selected
or Month Day, Year	In or Out depending on whether the Rider is added to an existing Policy/Certificate and has a later effective date
President and Secretary Signatures	May be revised if the officers holding these positions change

# APPLICATION - A-01204

Specific Excess Loss Insurance	In or out as elected by the Contractholder and/or the Company
Aggregate Excess Loss Insurance	In or out as elected by the Contractholder and/or the Company
Medical Data	In or out as elected by the Company
Disclosure	In or out as elected by the Company
Specific and/or Aggregate	In or out depending on whether the Specific and/or Aggregate Excess Loss Reimbursement benefits are elected
if there is any material change in the answers to the questions in this Application or the Excess Loss Reimbursement Contract Applicant Disclosure Statement before the Contract Effective Date, the Applicant must	In or out as elected by the Company
immediately notify the Company in writing, and any	

outstanding quotation may be modified or withdrawn	
I hereby represent that I have reviewed the fraud	Either the sentence and fraud page is used or the state-specific fraud
warning notice (if applicable) on the reverse side of this	statement is placed above the signature as elected by the marketer
application for the Group's state of domicile.	and/or the Company
Place Fraud Statement here	
FRAUD WARNING NOTICE	This page is in or out depending upon whether or not the marketer
	and/or the Company places the state-specific fraud statement above the
	signature or uses the fraud page

#### FIDELITY SECURITY LIFE INSURANCE COMPANY

Kansas City, Missouri

	certify that the Flesch reading ease score for policy requirements of the NAIC Policy Language Model
includes the following: (a) name and add name, number and title of the policy; inde	rtain language has been excepted. Such language lress of Fidelity Security Life Insurance Company; ex page; captions and subcaptions; specifications defined in the policy; and (c) medical terminology, if
* M-8008DC S-8008 R-03063 R-03064 R-03065 R-03066 R-03067 R-03068 A-01204	Combined Score = 64
	Martine Madden  Martina E. Madden  Vice President and General Counsel
	August 2, 2016

Date



#### FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway ● Kansas City, Missouri 64111-2406 P.O. Box 418131 ● Kansas City, Missouri 64141-8131 Phone: (800) 648-8624 Fax: (816) 968-0657 A STOCK COMPANY (herein Called "the Company")

November 16, 2016

Mr. Stephen C. Taylor, Commissioner District of Columbia Department of Insurance, Securities and Banking Union Center Plaza Associates 810 First St NE #701 Washington, DC 20002

RE: Fidelity Security Life Insurance Company

NAIC # 71870 FEIN # 43-0949844

Group Excess Loss Insurance

M-8008DC Group Excess Loss Reimbursement Contract R-03063 Terminal Specific Liability Benefit Rider

R-03064 Monthly Aggregate Accommodation Benefit Rider

R-03065 Additional Reimbursement Benefit Rider
R-03066 Adverse Benefit Determination Benefit Rider
R-03067 Terminal Aggregate Liability Benefit Rider

R-03068 Amendment Rider

A-01204 Application for Excess Loss Insurance

Dear Mr. Taylor:

We respectfully submit the above referenced forms for your review and approval. These forms are new and do not replace any forms previously filed with your state. The Rates and Actuarial are being submitted simultaneously under SERFF Tracking Number FDLT-130676803.

These forms provide Specific and/or Aggregate Excess Loss coverage for groups who self-fund their medical plan. The policy reimburses the group policyholder, as opposed to the individual group member, for medical claims paid to individual group members under self-insured plans.

This group Excess Loss product will be marketed to employer, unions and similar entities with employer-employee structures via one-on-one direct agent solicitation.

The Minimum Specific Attachment Point will be at least \$40,000 per person. The Minimum Aggregate Attachment Point will be no less than the greater of: a) \$5,000 times the number of employees; b) 120% of expected claims; or c) \$40,000.

The Contract will not include any lasers or exclude any Covered Person. The Contract will not be cancelled or non-renewed (it must be guaranteed renewable), except if: a) the Contractholder fails to pay the premium; b) the Contractholder commits fraud or an intentional misrepresentation of material fact under the Contract; or c) the Company ceases to write Excess Loss Insurance in the District of Columbia with 180 days advance written notice to the Commissioner and to each Contractholder.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. If the variable is a numeric, it will not be adjusted to be less favorable than your state allows.

If you have any questions or require additional information, please feel free to telephone me at (800) 648-8624, extension 1276, or email me at <u>tsaling@fslins.com</u>.

Sincerely,

Teresa L. Saling, AIRC, HIA, ACS

Ieresa L. Saling



### FIDELITY SECURITY LIFE INSURANCE COMPANY 3130 Broadway Kansas City, Missouri 64111

# APPLICATION FOR EXCESS LOSS REIMBURSEMENT INSURANCE

G	SENERAL INFORI	MATION						
1.	Full Legal Name of Applicant:							
		licant:						
					Zij			
2.	Type of Entity:	Corporation		abor Union				
		Partnership	A	Association				
		Limited Liability Co.	Пт	rusteeship				
	[	Proprietorship	=	•				
3.	Requested Effect	tive Date:						
	Other Locations:							
		at Applicant:						
		of Subsidiary or Affiliated						
	Address:							
	City:			State:	Zi <sub> </sub>			
		ant's Business:			SIC Code:	-		
8.		olicant's Plan:						
	` •	of such Plan must be atta		• •	•			
9.		ess of Plan Administrator						
	Address:			<u> </u>				
		N T 15						
10	•	No. or Tax ID:						
10		ess of Writing Agent:  nt copy of license(s) if not						
	•	• •		•				
	Citv:			State:	7	in Code:		
	Social Security	No. or Tax ID:						
11	Estimated initial و				-			
11	Employee/Memb			Family				
	Employee/Memb				ee/Member + 1			
	Employee/Memb	•		Depend				<del></del>
	Employee/Memb	` ' -						
	, ,, , , ,			_		Yes	No	Covered Units
12	. Other Covered P	ersons included in your F	Plan:	Retired Employ	yee/Member			
		•		COBRA Benef	iciaries			
				Disabled Person				
				Other	J110		H	
40	A -45 L - A ( ) A / - 1	I haddadaa NAZ-ta I			$\neg$			
	<ul><li>Actively At Work</li><li>Deposit Premium</li></ul>			Applied				
	-1		_					

{SPECIFIC EXCESS LOSS INSU	IRANCE:	Yes	No				
1. Plan Benefit Payments include				Insurance:			
	-	g Expenses	Other(s)				
Dental Visi			una difusia	4l			
2. Contract Basis:/ Covered Expenses Incurred from through through							
<ul><li>3. Run-in Period claims Incurred prior to the Effective Date will be limited to:</li><li>4. Specific Deductible (per Covered Person):</li><li>\$</li></ul>							
Specific Deductible/Contract E	,		rered Persons:				
E Chacifia Daimhuraamant Mavi	mum nor Co	entraat Dariad	<u> </u>				
<ol><li>Specific Reimbursement Maxi (per Covered Person excess of the control of</li></ol>			. Ψ_				
6. Specific Percentage Reimburs	•	,	Deductible):		%		
7. Aggregating Specific Deductib							
If Yes, the Aggregating Specif			\$_				
<ol><li>Terminal Specific Liability:</li><li>If Yes, the Monthly Terminal S</li></ol>	Yes	No	(per Covered Person): \$				
Specific Monthly Premium Ra	•	iity i roiiiidiii (	(ρει συνείται τίσση). Ψ_				
	_		Dia.	# - <b>C 1</b> *	Т		
Plan:	# of Lives	Φ.	Plan:	# of Lives	<b>+</b>		
Employee/Member:		\$ \$	Employee/Member:		\$		
Employee/Member + Spouse: Employee/Member + Child(ren):		\$	Employee/Member + Spouse: Employee/Member + Child(re		\$		
Family:		\$	Family:	11).	\$		
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Plan:	# of Lives		Plan:	# of Lives			
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Employee/Member + Spouse:		\$	Employee/Member + Spouse:		\$		
Employee/Member + Child(ren):		\$	Employee/Member + Child(re	n):	\$		
Family:		\$	Family:		\$		
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Employee/Member + Child(Ten).		Ψ	Employee/Member + Child(re	11).	\$		
Family:		\$	Family:		_		
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(ACCRECATE EVERSE LOSS L	NCUD ANCE	. \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	□ Na				
<b>AGGREGATE EXCESS LOSS I</b>			∐ No				
1. Plan Benefit Payments include Medical Pre		ian to be cove ig Expenses	Other(s)	ss insurance:			
Dental Visi	•	ig Experises	Other(s)				
2. Contract Basis: /		xpenses Incu	irred from	through			
	-			through			
3. Run-in Period claims Incurred	prior to the I	Effective Date	e will be limited to:	\$			
4. Minimum Aggregate Annual D				\$			
5. Aggregate Reimbursement Ma	•	• • • • •	•	\$	01		
6. Aggregate Percentage Reimb	ursable (exc	ess of Aggreg	gate Annuai Deductible):		%		

# 7. Aggregate Monthly Factor(s):

Family:

Plan: Employee/Member: Employee/Member + Spouse: Employee/Member + Child(ren): Family:	Medical \$ \$ \$ \$	<u>Den</u> \$ \$ \$ \$	tal <u>Vision</u>	Prescription \$ Include \$ Include \$ Include \$ Include	ed \$ ed \$ ed \$	<u>Other</u>
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<ol> <li>Loss Limit (per Covered Person</li> <li>Terminal Aggregate Liability On If Yes, Monthly Terminal Aggregate</li> <li>Monthly Aggregate Accommod If Yes, Monthly Aggregate Accommod It Yes, Monthly Aggregate Premium It</li> </ol>	otion: gate Liability lation Option ommodation	: Ye	s No	\$ _ \$ _ \$ _		
Plan:	# of Lives		Plan:		# of Lives	
Employee/Member:		\$	Employee/Member:			\$
Employee/Member + Spouse:		\$	Employee/Member -	- Spouse:		\$
Employee/Member + Child(ren):		\$	Employee/Member -			\$
Family:		\$	Family:			\$
Plan	# 04 1 1:		Plant		# 041 5:000	
Plan:	# of Lives	¢.	Plan:		# of Lives	<u>ф</u>
Employee/Member:		\$	Employee/Member:			\$
Employee/Member + Spouse:		\$	Employee/Member -	•		\$
Employee/Member + Child(ren):		\$	Employee/Member -	- Child(ren):		\$

Family:

Plan:	# of Lives	Plan:	# of Lives	
Employee/Member:		\$ Employee/Member:		\$
Employee/Member + Spouse:		\$ Employee/Member + Spouse:		\$
Employee/Member + Child(ren):		\$ Employee/Member + Child(ren):		\$
Family:		\$ Family:		\$

{MEDICAL DATA					
The Company will rely on the data below to assist in approving the Application and underwriting the Contract. Note that					
without the Company's review and approval of each risk, the Applicant's Losses will not be reimbursable under the Excess					
Loss Reimbursement Contract; therefore, please answer the following questions:					
Has an eligible employee/member or dependent received or is such individual expected to receive					
more than 50% of the Specific Deductible in expenses in the last 12 months?					
2. Will any former employee/member or dependent be continuing coverage under the Plan in					
accordance with Federal, State, or Local law on the Effective Date of this Contract, if issued?  Yes No					
If Yes to questions 1 or 2, list name, status, prognosis, and amount of claim (attach, sign and date a separate sheet if					
needed):					
Name: DOB: Sex: Male Female Status:					
(Ee/Mbr, Dep, COBRA, Retiree)					
Diagnosis:					
Prognosis:					
Amount of Claim(s):					
3. Are expected benefits available from the prior insurer for presently disabled eligible employees/					
members and/or dependents?					
4. Are any eligible employees/members or dependents presently disabled or confined in a hospital or					
similar facility? Yes No					
Please explain any "Yes" answers to questions 3 or 4 (Please attach, sign and date a separate sheet if needed):					
3					
J					
SPECIAL CONDITIONS/LIMITATIONS:					

#### {DISCLOSURE

The Excess Loss Reimbursement Contract Applicant Disclosure Statement must be received no earlier than 15 days prior to the effective date and no later than 15 days after the effective date. The Company reserves the right to adjust the rates, factors, deductibles and/or Special Limitations based upon information contained therein.}

#### SIGNATURE

Application is hereby made for {Specific} {and/or} {Aggregate} Excess Loss Insurance through Fidelity Security Life Insurance Company ("Company"). This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

It is understood and agreed by the Applicant that:

1. the Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan;

- 2. the Plan Administrator or Third Party Administrator retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent;
- 3. all documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the Effective Date;
- 4. the Company will evaluate the Applicant's risk, and may require adjustments of rates, factors, deductibles and/or Special Limitations to accommodate for abnormal risks;
- 5. premiums are not considered paid until the premium check or transfer is received by the Company and at the rates set forth in the Schedule;
- 6. this Application will be attached to and made a part of any Excess Loss Reimbursement Contract issued by the Company in connection with this Application;
- 7. the Applicant's Plan Document shall be the basis of any Excess Loss Insurance Reimbursement provided by the Company and such Plan Document conforms with applicable state and federal laws;
- 8. any reimbursement under the Excess Loss Reimbursement Contract provided by the Company shall be based on eligible Plan Benefits Paid in accordance with the Plan Document;
- claims under the Plan Document for any employee/member who is not at his or her customary place of employment (or scheduled vacation) on the Effective Date of the Excess Loss Reimbursement Contract will not be eligible for reimbursement under the Contract until such employee/member returns to active, full-time employment for at least one full working day;
- 10. unless otherwise indicated above, claims under the Plan Document for any Covered Person who is confined in a medical facility on the Effective Date of the Excess Loss Reimbursement Contract will not be eligible for reimbursement under the Contract until such person is discharged from the hospital or similar facility; and
- 11. {if there is any material change in the answers to the questions in this Application or the Excess Loss Reimbursement Contract Applicant Disclosure Statement before the Contract Effective Date, the Applicant must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.}

I represent that as of the date I signed this Application, all statements and answers recorded on this Application are true and complete and are made to obtain the insurance applied for and that the undersigned has the authority to bind the Applicant to the proposed Contract. These statements are to be considered representations and not warranties. Accordingly, this Application will be part of the Contract if accepted by the Company or its authorized representative.

{I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for the Group's state of domicile.} {Place Fraud Statement here.}

Dated at:		this	day of
Witness:	<u> </u>	Applicant	
	Signature of Licensed Agent		(Type or Print)
	(Drint Name)	Applicant's Tax ID	)#
	(Print Name)	Ву ▶	
			(Officer/Partner Signature)
			(Print Name)
		Title:	

	{FRAUD WARNING NOTICE
{For residents of all	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against
states	an insurer, submits an application or files a claim containing a false or deceptive statement is
(except the following:)}	guilty of insurance fraud.}
{Alabama}	(Any person who knowingly presents a false or fraudulent claim for payment of loss or benefit or
	who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.}
{Arkansas} {Louisiana}	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit
{Rhode Island}	or knowingly presents false information in an application for insurance is guilty of a crime and
{West Virginia}	may be subject to fines and confinement in prison.}
{California}	The falsity of any statement in this Application will not bar the right to recovery under the Policy
	unless such false statement was made with actual intent to deceive or unless it materially
(Coloredo)	affected either the acceptance of the risk or the hazard assumed by the Company.}
{Colorado}	{It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.
	Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any
	insurance company or agent of an insurance company who knowingly provides false,
	incomplete, or misleading facts or information to a policyholder or claimant for the purpose of
	defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or
	award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.}
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the
	purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially
	related to a claim was provided by the applicant.
{Florida}	{Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a
(i lorida)	statement of claim or an application containing any false, incomplete, or misleading information
	is guilty of a felony of the third degree.}
{Georgia} {Oregon}	{Any person who with intent to defraud or knowing that he or she is facilitating a fraud against an
{Texas} {Vermont}	insurer, submits an application or files a claim containing a false or deceptive statement may be
(IZ	guilty of insurance fraud.}
{Kansas}	Any person who with intent to defraud or knowing that he or she is facilitating a fraud against an
	insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of law.}
{Kentucky}	Any person who knowingly and with intent to defraud any insurance company or other person
(1011100119)	files an application for insurance containing any materially false information or conceals, for the
	purpose of misleading, information concerning any fact material thereto commits a fraudulent
	insurance act, which is a crime.}
{Maine}	{It is a crime to knowingly provide false, incomplete or misleading information to an insurance
	company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.}
{Maryland}	{Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss
· ···· <i>y</i> ····· ··· ·	or benefit or who knowingly or willfully presents false information in an application for insurance
	is guilty of a crime and may be subject to fines and confinement in prison.
{Nebraska}	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against
	an insurer, submits an application or files a claim containing a materially false or deceptive
{New Jersey}	statement is guilty of insurance fraud.}  {Any person who includes any false or misleading information on an application for an insurance
TI4CM OCISCA!	Any person who includes any raise of misleading information on an application for an insurance   policy is subject to criminal and civil penalties.}
{New Mexico}	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit
[`	or knowingly presents false information in an application for insurance is guilty of a crime and
	may be subject to civil fines and criminal penalties.}
(North Carolina)	(Any person with the intent to injure, defraud, or deceive an insurer or insurance claimant is
{Oklahoma}	guilty of a crime (Class H felony) which may subject the person to criminal and civil penalties.}  [WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer,
	makes any claim for the proceeds of an insurance policy containing any false, incomplete or
	misleading information is guilty of a felony.}
{Pennsylvania}	Any person who knowingly and with intent to defraud any insurance company or other person
-	files an application for insurance or statement of claim containing any materially false information
	or conceals, for the purpose of misleading, information concerning any fact material thereto
	commits a fraudulent insurance act, which is a crime and subjects such person to criminal and
{Tennessee}	civil penalties.}  {It is a crime to knowingly provide false, incomplete or misleading information to an insurance
{Washington}	company for the purpose of defrauding the company. Penalties include imprisonment, fines and
,	denial of insurance benefits.}
{Virginia}	{It is a crime to knowingly provide false, incomplete or misleading information to an insurance
	company for the purpose of defrauding the company.}
	<del></del>